

# TRANSPORTATION CORPORATION OF AMERICA

TELEPHONES:

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

Chicago Hts.-757-5900

Date: December 12, 1979

9-352A117

No.

Date DEC 18 1979

RECORDATION NO. 9089-B Filed 1425

Fee \$ 10.00 DEC 18 1979 -4 15 PM

ICC Washington, D.C. INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Recordation Clerk  
Room 1211  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are five (5) copies of the following:

Rider No. 9157703 Dated: 11/24/79 to  
Master Car Agreement No. 91577 Dated: 9/15/77  
between Transportation Corporation of America and  
The Western Pacific Railroad Company  
Recordation No. 9089  
Number of Cars: Ten (10)  
Description of Cars: Center Beam Cars  
Car Numbers: WP 1401 thru 1410, both incl.

The names and address of the parties hereto are as follows:

Lessor:  
Transportation Corporation of America  
P. O. Box 218  
Chicago Heights, IL 60411


Lessee:  
The Western Pacific Railroad Company  
526 Mission Street  
San Francisco, CA 94105

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining three copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA

  
S. D. Christianson  
Vice President - Finance

dk  
Enclosures

RECORDED  
DEC 18 1979  
FEE \$10.00  
RECEIVED

Interstate Commerce Commission  
Washington, D.C. 20423

1/2/79

OFFICE OF THE SECRETARY

S.D. Christianson  
Transp. Corp. of America  
P.O. Box 218  
Chicago, Illinois 60411

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/18/79 at 4:15pm, and assigned re-recording number(s) 9087-D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

9089-B  
RECORDATION NO. 9089 Filed 1425

DEC 18 1979 -4 15 PM

TRANSPORTATION CORPORATION OF AMERICA  
RIDER NO. 9157703  
TO MASTER CAR AGREEMENT NO. 91577

INTERSTATE COMMERCE COMMISSION

IT IS HERBY AGREED THAT, effective November 24, 1979, this third Rider shall become a part of Master Car Agreement No. 91577 between TRANSPORTATION CORPORATION OF AMERICA and THE WESTERN PACIFIC RAILROAD COMPANY dated September 15, 1977, and filed with the Interstate Commerce Commission on November 15, 1977, with assigned recordation No. 9089, and supercedes Rider No. 9157701 dated September 15, 1977, (I.C. Recordation No. 9089) and the cars described herein shall be placed in THE WESTERN PACIFIC RAILROAD COMPANY service, subject to the terms set forth below:

CAR NUMBERS:

WP 1401 thru 1410, both Inclusive

CAR OWNER'S MARKS:

Title to this car subject to documents recorded under Section 20c of the Interstate Commerce Act

CLASS OF CAR:

Center Beam Cars

NO. OF CARS:

TEN (10)

TRUCK CAPACITY:

100-Ton

TERM:

Thirty-six (36) consecutive calendar months immediately following expiration of Rider No. 9157701

TERMS OF RENT:

FIVE HUNDRED THIRTY AND 65/100 DOLLARS (\$530.65) per car, per month for thirty-six (36) consecutive months from date subject to escalation for increases in maintenance costs as defined hereafter.

ESCALATION OF MAINTENANCE:

Commencing with the 37th month, on renewal of this agreement maintenance will be escalated in direct proportion to the published AAR Interchange Rate. Our Rental Rate will increase \$1.01 per car, per month for each one per cent (1%), or fraction thereof, increase in the AAR Rate over the \$30.90 per hour rate in effect July 1, 1979.

FRA INSPECTION:

Any inspection charges resultant from FRA requirements are not covered by this lease and are for the account of the LESSEE.

OPTION TO RENEW:

At expiration of the rental term, LESSEE shall have the option to renew this Agreement. Notice of the exercise of this option shall be given, in writing, by the LESSEE to the LESSOR at least ninety (90) days prior to expiration of this Agreement

TERMINATION:

LESSEE may by giving one hundred and twenty (120) days' written notice terminate this lease, such termination, however, not to be effective until this lease has been in effect two years.

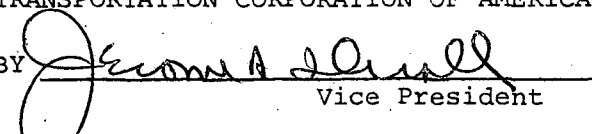
(SEAL)  
ATTEST:

  
Assistant Secretary

(SEAL)  
ATTEST:

  
Secretary

TRANSPORTATION CORPORATION OF AMERICA (LESSOR)

BY   
Vice President

THE WESTERN PACIFIC RAILROAD COMPANY (LESSEE)

  
Vice President

R. G. MELDAHL  
SENIOR VICE PRESIDENT - MARKETING